

2024 Club Applebee's Super Bowl LIX Sweepstakes

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND D.C. WHO ARE 18 YEARS OF AGE OR OLDER (19+ IN ALABAMA AND NEBRASKA) AND WHO ARE OF THE LEGAL AGE OF MAJORITY AT THE TIME OF ENTRY. U.S. LAW GOVERNS THIS PROMOTION. VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

1. PROMOTION DESCRIPTION: The "2024 Club Applebee's Super Bowl LIX Sweepstakes" (the "**Sweepstakes**" or the "**Promotion**") begins on September 3, 2024 at 12:00 am Pacific Time and ends on January 5, 2025 at 11:59 pm Pacific Time (the "**Promotion Period**"). The Promotion consists of 18 weekly random draw sweepstakes for Weekly Prizes and one random draw sweepstakes to award the Grand Prize, each as described herein. The sponsor of this Promotion is Applebee's Services, Inc., 10 W Walnut St., 5th Floor, Pasadena, CA 91103 ("**Sponsor**"). The administrator of this Promotion is Genesco Sports Enterprises, 5944 Luther Lane, Suite 500, Dallas, TX 75225 ("**Administrator**").

2. ELIGIBILITY: Promotion is open only to legal U.S. residents physically residing in the fifty (50) United States or the District of Columbia who are at least eighteen (18) years of age (nineteen (19) in Alabama and Nebraska) and the age of majority in their state of primary residence at the time of entry; have an online Applebee's account; and be a member of Club Applebee's ("**Entrant**"). Employees, officers, directors, contractors, agents and representatives of Employees of Sponsor, Administrator, the NFL Parties (defined as NFL Properties LLC, National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Enterprises LLC, NFL International LLC, NFL Productions LLC, and each of their respective affiliates, owners, subsidiaries, shareholders, officers, directors, agents, representatives and employees, both individually and collectively), and each of its their affiliates, franchisees, franchise employees, agencies, shareholders, officers, directors, members, successors, agents and assigns, (hereinafter, collectively, "Released Parties"), together with the Immediate Family Members and/or Household Members of such persons, are not eligible to participate in the Promotion. For purposes of the Promotion, "**Household Members**" shall mean those people who share the same residence at least three months a year, whether or not related; "**Immediate Family Members**" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. Eligibility determinations will be made by Sponsor in its discretion and will be final and binding. U.S. law governs this Promotion. Void where prohibited or restricted by law.

3. TO ENTER THE SWEEPSTAKES: With an Applebee's online account and membership in Club Applebee's there are multiple ways to earn entries in the Sweepstakes, as described below:

- a) **Opt-In:** During the Promotion Period, opt-in to the NFL Sweepstakes via the Sweepstakes Landing Page at www.applebees.com/superbowl ("**Website**") to receive 10 Entries (the "Sign-Up Entry").
- b) **Qualifying Purchase:** During the Promotion Period, and once opted-in to the sweepstakes, make a qualifying purchase of at least \$10 to receive 10 entries per qualifying order (each, a "Purchase Entry"). A potential Entrant will need to submit their receipt information on the Website. Qualifying purchases exclude alcohol, taxes, gratuity, gift card purchases, delivery fees, donations, coupons, bonus cards, discounts, & third-party delivery. Each Purchase Entry must be for a different purchase date. Multiple receipts with the same purchase date will not be honored.
- c) **Play Free Game:** During the Promotion Period, and once opted-in to the Sweepstakes play a free game on the Website. Game dates/times will be posted on the dashboard on the Website. Potential Entrants will receive 1-3 Entries, as randomly selected (each, a "Game Entry")
- d) **No Purchase Necessary Method of Entry:** To enter without making a purchase to receive 10 Entries, hand print your first and last name, complete mailing address (no PO Boxes), daytime phone number, date of birth, and email address on a 3" x 5" index card or piece of paper and place your entry into an outer-mailing envelope with proper postage affixed and mail it to: 2024 Club Applebee's Super Bowl LIX Sweepstakes, c/o GSE, PO Box 130, Dept. 24-8129-01, Glencoe, MN 55336-0130 to be postmarked by January 6, 2025 and received by January 10, 2025 (the "NPN Entry"). Each mail-in entry must be mailed in a separate hand-addressed, postmarked envelope. Limit one (1) mail-in entry per stamped-outer envelope. No photocopied or mechanically reproduced entries accepted. No responsibility is assumed by Sponsor for lost, late, mutilated, illegible, incomplete, misdirected or postage-due mail or entries. Entries become property of Sponsor and will not be returned.

Sign-Up Entries, Purchase Entries, Game Entries and NPN Entries will be referred to collectively as "Entries". Limit one (1) Sign-Up Entry per person.

Sponsor shall not be responsible for incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Promotion or by any technical or human error that may occur in the processing of the

entries in the Promotion. Sponsor assumes no responsibility or liability for any error, omission, interruption, deletion, theft or destruction, or unauthorized access to, or alteration of entries. NOTE: Participation must be by the participant and only as directed in these Official Rules. Participation by any other individual or any entity, and/or originating at any website or other platform, including but not limited to commercial promotion subscription notification and/or entering service sites, will be declared invalid and disqualified for this Promotion. The use of any device to automate the entry process is prohibited and will lead to disqualification.

In the event of a dispute over the identity of a potential winner, entry will be deemed completed by the authorized account holder of the email address provided at time of registration. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet access provider, on-line service provider, wireless carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address.

If due to technical, production or other errors, more prizes are claimed than intended, the intended prize(s) will be awarded in a random drawing from all those submitting purportedly valid claims. No more than the number of prizes set forth in these Official Rules will be awarded.

4. SWEEPSTAKES WINNER SELECTION AND NOTIFICATION:

Weekly Prizes

For each week of the Promotion Period, Sponsor will conduct a random drawing to select potential Weekly Prize winners (each, a **“Weekly Prize Winner”**) from among all Entries received during that week (each, a **“Weekly Drawing”**) based on the drawing schedule below. There will be 18 Weekly Drawings total. Odds of winning a Weekly Prize depend on the number of eligible Entries received during the applicable week. Sponsor’s decisions are final on all matters related to each Weekly Drawing. Non-winning Entries will not carry over to subsequent Weekly Drawings except in the case of the Grand Prize drawing.

Week #	Week Ending	Online Receipt Info Due Date	Mailed Entries Received Date	Weekly Drawing Date
1	Sun. 9/8/24	Wed. 9/11/24	Fri. 9/13/24	Mon. 9/16/24
2	Sun. 9/15/24	Wed. 9/18/24	Fri. 9/20/24	Mon. 9/23/24
3	Sun. 9/22/24	Wed. 9/25/24	Fri. 9/27/24	Mon. 9/30/24
4	Sun. 9/29/24	Wed. 10/2/24	Fri. 10/4/24	Mon. 10/7/24
5	Sun. 10/6/24	Wed. 10/9/24	Fri. 10/11/24	Mon. 10/14/24
6	Sun. 10/13/24	Wed. 10/16/24	Fri. 10/18/24	Mon. 10/21/24
7	Sun. 10/20/24	Wed. 10/23/24	Fri. 10/25/24	Mon. 10/28/24
8	Sun. 10/27/24	Wed. 10/30/24	Fri. 11/1/24	Mon. 11/4/24
9	Sun. 11/3/24	Wed. 11/6/24	Fri. 11/8/24	Mon. 11/11/24
10	Sun. 11/10/24	Wed. 11/13/24	Fri. 11/15/24	Mon. 11/18/24
11	Sun. 11/17/24	Wed. 11/20/24	Fri. 11/22/24	Mon. 11/25/24
12	Sun. 11/24/24	Wed. 11/27/24	Fri. 11/29/24	Mon. 12/2/24
13	Sun. 12/1/24	Wed. 12/4/24	Fri. 12/6/24	Mon. 12/9/24
14	Sun. 12/8/24	Wed. 12/11/24	Fri. 12/13/24	Mon. 12/16/24
15	Sun. 12/15/24	Wed. 12/18/24	Fri. 12/20/24	Mon. 12/23/24
16	Sun. 12/22/24	Wed. 12/25/24	Fri. 12/27/24	Mon. 12/30/24
17	Sun. 12/29/24	Wed. 1/1/25	Fri. 1/3/25	Mon. 1/6/25
18	Sun. 1/5/25	Wed. 1/8/25	Fri. 1/10/25	Mon. 1/13/25

Grand Prize

On or about January 13, 2025, Sponsor will conduct a random drawing to select one (1) potential Grand Prize winner from among all Entries received during the Promotion Period (the **“Grand Prize Winner”**). Odds of winning the Grand Prize depend on the number of eligible Entries received during the Promotion Period. Sponsor’s decisions are final on all matters related to the Grand Prize drawing.

Each Weekly Prize Winner and the Grand Prize Winner shall be referred to as a **“Winner”** or **“Prize Winner”**.

No transfer, assignment, substitution or cash equivalent for Prize will be permitted, except at the sole discretion of the Sponsor. In Sponsor’s sole discretion, due to prize unavailability or for any other reason, Sponsor may award an alternate prize of equal value and the Sponsor’s obligation to the winner will be fulfilled, and no other additional compensation will be provided. All federal, state and

local taxes on the value of the prize are the responsibility of the winner, if applicable. An IRS form 1099 will be issued if required by law.

Winner Notification

Within approximately three (3) business days of the drawing date, a potential Winner will be notified by the Administrator at the email address associated with his or her entry. Each potential Winner will be required to respond (as directed) to the notification within three (3) days of the date on the email notification. The failure to respond within the stated time period may result in forfeiture of the applicable Prize and selection of an alternate potential Winner from the remaining eligible entries. The potential winners may be required to complete, sign and return an IRS Form W-9 (including their social security number) and an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within the three (3) calendar days beginning at the time the Administrator emailed documents to the potential winner. Failure to complete or return the required documents within the specified time period may result in forfeiture of the applicable Prize and selection of an alternate potential Prize Winner from the remaining eligible entries. Verification of a potential Prize Winner’s eligibility may also include, without limitation, a background investigation. Each Entrant consents to the conduct of a background investigation (which may include a review of criminal records) on the Entrant and agrees to supply any authorizations or permissions deemed necessary by Sponsor in connection with any such investigation. Each Entrant represents that he or she will provide accurate and truthful information to Sponsor in connection with eligibility verification.

5. PRIZES:

Weekly Prizes: There will be three (3) prizes available for each Weekly Drawing, as set forth below.

Week	Prize 1/ARV		Prize 2/ARV		Prize 3/ARV	
1	Dan Campbell Autographed NFL Football	\$170	Saquon Barkley Autographed Philadelphia Eagles Replica Jersey	\$200	Brock Purdy Autographed San Francisco 49ers Authentic Helmet	\$400
2	Brock Purdy Autographed NFL Football	\$170	Brock Purdy Autographed San Francisco 49ers Replica Jersey	\$200	Saquon Barkley Autographed Philadelphia Eagles Full Size Replica Helmet	\$400
3	Brock Purdy Autographed football	\$170	Applebee’s gift card	\$100	TCL 98” QLED TV	\$3999.99
4	Dan Campbell Autographed NFL Football (white panel)	\$170	Gift card to NFLShop.com	\$150	Dan Campbell Autographed Authentic Helmet	\$400
5	Saquon Barkley Autographed NFL Football (white panel)	\$170	Applebee’s gift card	\$100	Gift card to NFLShop.com	\$150
6	Saquon Barkley Autographed Philadelphia Eagles Replica Jersey	\$200	Gift card to NFLShop.com	\$150	Saquon Barkley Autographed NFL Football (white panel)	\$170
7	TCL 75” QLED TV	\$1099.99	Applebee’s gift card	\$100	Brock Purdy Autographed NFL Football	\$170
8	Brock Purdy Autographed NFL Football (white panel)	\$170	Gift card to NFLShop.com	\$150	Brock Purdy Autographed San Francisco 49ers Authentic Jersey	\$200
9	Gift card to NFLShop.com	\$150	Applebee’s gift card	\$100	Saquon Barkley Autographed Philadelphia Eagles Authentic Helmet	\$400
10	Saquon Barkley Autographed NFL Football	\$170	Gift card to NFLShop.com	\$150	Brock Purdy Autographed San Francisco 49ers Replica Jersey	\$200
11	TCL 98” QLED TV	\$3999.99	Applebee’s gift card	\$100	Saquon Barkley Autographed NFL Football	\$170
12	Dan Campbell Autographed NFL Football (white panel)	\$170	Gift card to NFLShop.com	\$150	Brock Purdy Autographed San Francisco 49ers Replica Helmet	\$400
13	Saquon Barkley Autographed Philadelphia Eagles Replica Jersey	\$200	Applebee’s gift card	\$100	Saquon Barkley Autographed NFL Football	\$170
14	Applebee’s gift card	\$100	Gift card to NFLShop.com	\$150	Brock Purdy Autographed San Francisco 49ers Replica Helmet	\$400
15	TCL 75”QLED TV	\$1099.99	Applebee’s gift card	\$100	Brock Purdy Autographed NFL Football (white panel)	\$170
16	Saquon Barkley Autographed NFL Football (white panel)	\$170	Gift card to NFLShop.com	\$150	Dan Campbell Autographed Replica Helmet	\$400
17	Dan Campbell Autographed NFL Football	\$170	Applebee’s gift card	\$100	Dan Campbell Autographed Replica Helmet	\$400
18	TCL 98” QLED TV	\$3999.99	Gift card to NFLShop.com	\$150	Applebee’s gift card	\$100

Grand Prize: One (1) Grand Prize is available to be awarded. The Grand Prize consists of a trip for the winner and one (1) guest to Super Bowl LIX, scheduled to take place on February 9, 2025 in New Orleans, Louisiana. Travel dates: February 7, 2025 – February 10, 2025. The prize includes two (2) game tickets; round-trip coach air transportation for winner and one (1) guest from a major airport nearest winner's home to New Orleans; double-occupancy, standard hotel accommodations for three (3) nights; shared-bus transportation from hotel to game and back to hotel after the Game; and \$500.00 (awarded in the form of a check, payable to winner). Grand Prize Conditions apply, see below. Approximate Retail Value ("ARV") of the Grand Prize is: up to \$17,250.00, depending on winner's point of departure.

Grand Prize Conditions

Ground transportation (other than as mentioned above), upgrades, meals, gratuities, souvenirs, luggage fees, and all other expenses not specified herein are solely the winner's responsibility. A minor child may accompany winner as a guest only if minor's parent or legal guardian is the winner. Minor must be accompanied at all times during all prize-related events by minor's parent or legal guardian. Once the guest is selected, they may not be substituted, except in Sponsor's sole and absolute discretion. The guest (or their parent or legal guardian if guest is a minor) must complete and return a Liability/Travel Release prior to Sponsor's designated travel agency making travel arrangements. All travel and prize-related events are subject to availability, change and restrictions. Selection of airport, airline and hotel are at Sponsor's sole discretion. Selection of seating on flights and at the game are at Sponsor's sole discretion. If winner resides within 250 miles of New Orleans, the Sponsor will award \$200.00 (payable to winner in the form of a check) in lieu of air transportation. Winner will be required to provide a credit card prior to hotel check-in and is solely responsible for all incidental charges and may be required to sign an additional liability release for the use of the accommodations. Sponsor assumes no responsibility for canceled, delayed, suspended or rescheduled prize-related events (including, but not limited to airline flights) or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, prize providers or any other persons providing any prize-related services or accommodations beyond its control. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. Sponsor is not responsible for changes in schedule of any element of the prize or for any expenses incurred as a consequence of flight cancellation or delay. Sponsor is not responsible and will have no liability if the winner and/or their guest is, for any reason, not permitted to travel by the relevant airport authorities or misses a flight or other travel element or redeem any other prize element. Winner and guest must travel on the same itinerary. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. government issued ID, Real ID or passport) required for travel within the United States. Sponsor reserves the right to terminate the prize at any time and send winner and their guest home immediately if winner and/or their guest engages in behavior that is illegal or is non-sportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person at any time during the trip. Winner understands that there are inherent risks involved in travel and that these risks may be present before, during and after the trip.

Game is subject to change and cancellation. No responsibility is assumed by Sponsor for a canceled, delayed, suspended or rescheduled game. Winner will not receive compensation from Sponsor in the event of game delay, postponement, or cancellation. Prize may be subject to additional terms and conditions, including but not limited to terms regarding game rescheduling or cancellation. Winner and their guest may be required to produce government-issued identification prior to entering the game. Ticket redemption may require a mobile ticketing app and is subject to terms and conditions as stated thereon and provided via such mobile ticketing platform. Winner may be required to provide a valid email address, download the applicable mobile ticketing app to their mobile device, and present tickets at stadium via mobile device. Data rates may apply. Winner is solely responsible for any such wireless or data charges associated with such use, including the downloading and use of mobile ticket app. WiFi is provided at the stadium. Winner and guest must abide by all venue policies and regulations, including without limitation all health and safety protocols, and ticket terms and conditions at all times. For the avoidance of doubt, unused tickets cannot be refunded, exchanged or applied towards tickets for any subsequent NFL game/event/exhibition or for cash. Sponsor, Promotion Parties, the NFL Entities and/or venue operator reserve the right to remove or to deny entry to the winner or guest who engages in a non-sportsmanlike or disruptive manner or with intent to annoy, abuse, threaten, or harass any other person at the game or otherwise violates the applicable fan code of conduct. NFL game tickets awarded as prizes may not be resold, offered for resale, or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and prize forfeiture.

NFLShop.com eGift Card Terms and Conditions

Valid only at NFLShop.com. Except where required by law, cannot be redeemed for cash or cash equivalent, returned, reproduced, modified, sold, traded, refunded or replaced if lost or stolen. Not valid for any other gift cards, codes or e-gift cards or on previous purchases or returns. No cash back unless required by law. If the value of your purchase exceeds the available gift card / e-gift card balance, you must pay the excess at the time of purchase. Any unused amount will be applied when you re-enter your gift card / e-gift card during your next purchase. All purchases are subject to the NFLShop.com Terms of Use, which may change at any time. To check your gift card balance, please visit NFLShop.com/GChelp. Void where prohibited. Gift cards/e-gift cards are issued by Fanatics Retail Group Fulfillment, LLC.

Each Weekly Prize and the Grand Prize shall be referred to together as the "**Prizes**".

ARV of the Prizes: \$40,899.95

If any prize is awarded but goes unclaimed or is forfeited by recipient, such prize may not be re-awarded, in Sponsor's sole discretion. Administrator reserves the right to disqualify anyone not fully complying with the Official Rules. Each Prize Winner is solely responsible for all federal, state and/or local taxes. Prizes will be shipped within four (4) to six (6) weeks of winner verification. *Any prize pictured or mentioned in advertising or Promotion materials is for illustrative purposes only and may not be the actual prize awarded.*

Winners cannot assign or transfer any prize to another person. No cash alternatives or prize substitution is allowed except at the discretion of Sponsor. If a prize cannot be awarded due to circumstances beyond the control of the Sponsor, a substitute prize of equal or greater retail value may be awarded. Other restrictions may apply. Any depictions of prizes are for illustrative purposes only. **ALL FEDERAL, STATE AND LOCAL TAXES, AND ANY OTHER COSTS AND EXPENSES ASSOCIATED WITH THE RECEIPT OR USE OF ANY PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.** All prize details are at the sole discretion of the Sponsor.

7. CONDITIONS OF PARTICIPATION/RELEASES: All federal, state and local laws and regulations apply. By participating, each Entrant (including each winner) agrees to be bound by these Official Rules and the decisions of the Sponsor, which shall be final in all respects. Each Entrant (including each winner) agrees to release the Released Parties from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Promotion and/or acceptance or use of a prize. Each Entrant (including each winner) agrees to authorize the Sponsor and their respective designees to use their name, likeness, photo, social media profile/handle (if requested), biographical data, city and state of residence in advertising, marketing, programming or promotional materials, worldwide in perpetuity, and on a winners' list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above-mentioned information or publicity materials but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) any injuries, losses, liabilities or damages of any kind including personal injury or death caused by the prize or resulting from acceptance, possession or use of a prize including participation in any activity related thereto, or from participation in the Promotion; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) late, lost, delayed, stolen, misdirected, postage-due, incomplete, unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (v) any inability of winner to accept or use any prize (or portion thereof) for any reason and such prize or portion thereof shall be forfeited; or (vi) any printing, typographical, human administrative or technological errors in any materials or activities associated with the Promotion. Released Parties disclaim any liability for damage to any computer system and/or mobile device resulting from participating in or accessing or downloading information in connection with this Promotion. The failure of Released Parties to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of Sponsor (excepting compliance with applicable codes and regulations), or other "force majeure" event will not be considered a breach of these Official Rules. Sponsor reserves the right, in its sole discretion, to cancel, modify or suspend the Promotion (or any portion of the Promotion) at any time for any reason or should a virus, bug, computer problem, unauthorized intervention, extenuating circumstance or other problem/cause corrupt or inhibit the administration, security or proper play of the Promotion and, in such situation, will select the Prizes in random drawings from among all eligible non-suspect entries received prior to and/or after such action or in such manner as deemed fair and appropriate by the Sponsor. Sponsor may prohibit Entrant from participating in the Promotion or winning a prize if, in its sole discretion, it determines Entrant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or any other unfair practices or intending to annoy, abuse, threaten or harass any other Entrants or Sponsor. **CAUTION: ANY ATTEMPT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE PROMOTION. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. BY PARTICIPATING IN THE PROMOTION, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE PROMOTION, OR ANY AWARD AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; AND 3) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.**

8. INDEMNITY: Each Entrant (including each winner) shall indemnify, defend and hold harmless the Released Parties from and against any and all claims, damages, actions, liability, loss, injury or expense, including reasonable attorneys' fees and costs, arising out of or in connection with: (a) participation in the Promotion; (b) a breach or allegation which if true would constitute a breach of any of the representations, warranties or obligations herein; and (c) acceptance, possession, grant, or use of any prize, including without limitation, personal injury, death and property damage arising therefrom.

9. DISPUTES AND ARBITRATION: This Promotion is governed by the laws of the United States and the State of California, without respect to any choice of law or conflict of law principles that would result in the application of any law other than that of California. As a condition of participating, each Entrant agrees that any and all disputes which cannot be resolved between the parties and causes of action arising out of or in connection with this Promotion, shall be resolved in accordance with the arbitration provision set forth below.

Any and all disputes, claims and causes of action arising out of, or connected with, this Promotion, including without limitation, any alleged violation of these Official Rules, any controversy relating to the arbitrability of any dispute, or any claim that the Promotion, or any part thereof, is invalid, illegal or otherwise voidable (or void), shall be settled by binding arbitration in Los Angeles County, California, in accordance with the procedural rules for commercial disputes set forth in the comprehensive arbitration rules and procedures of JAMS (“**JAMS Rules and Procedures**”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply California law consistent with the federal arbitration act and applicable statutes of limitations and shall honor claims of privilege recognized at law. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties. The arbitration of disputes pursuant to this paragraph shall be in the Entrant’s individual capacity and not as a plaintiff or class member in any purported class or representative proceeding. The arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated.

10. PRIVACY POLICY: Entrant understands that information is being collected by Sponsor. Any personal information supplied by you to Sponsor will be subject to Sponsor's privacy policy posted at <https://www.applebees.com/en/privacy-policy>.

11. WINNERS’ LIST: For the names of the winners, send a self-addressed, stamped envelope by February 13, 2025 to: 2024 Club Applebee’s Super Bowl LIX Sweepstakes Winners’ List, PO Box 130, c/o GSE, Dept. 24-8129-01, Glencoe, MN 55336-0130. Entrants irrevocably waives all claims against the National Football League, its member professional football clubs, NFL Ventures, Inc., NFL Ventures, L.P., NFL Properties LLC, NFL Enterprises LLC and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees (collectively, the “NFL Entities”) and agrees that the NFL Entities will have no liability or responsibility for any claim arising in connection with participation in this Sweepstakes or the prizes awarded. The NFL Entities have not offered or sponsored this Sweepstakes in any way.